

## ASSIGNMENT OF RIGHTS

### BETWEEN:

**Fondation Louis Vuitton**, a corporate foundation whose incorporation was authorised by order of the Prefect of Paris, published in the French Official Journal on November 18<sup>th</sup> 2006, registered under company registration number 494 685 761, whose registered head-office address is 8 avenue du Mahatma Gandhi, 75116, Bois de Boulogne, Paris, represented by Mrs. Sophie Durrleman, in the capacity of Assistant Director, who was appointed to this position under the terms of the Minutes of the Board of Directors dated 20 November 2012, duly authorised for the purpose of this agreement,

hereinafter "**FLV**",

### **PARTY OF THE FIRST PART,**

### AND:

**Mr. / Mrs. [●], born on [●] in [●], residing at [●].**

hereinafter the "**Winner**",

### **PARTY OF THE SECOND PART,**

Hereinafter referred to jointly as the "Parties" and separately as the "Party".

### **Introduction**

FLV has organised a photography competition entitled [#MyFLV architectural photography competition] (hereinafter the "**Competition**") following which FLV selected photographs depicting the architecture of the FLV building published by their authors on the INSTAGRAM application during the period of the Competition, according to the terms and conditions defined by the rules of the Competition (the "**Rules**").

The Winner entered the Competition, and, accordingly, submitted a photograph of which a print is included in the Appendix (hereinafter the "**Photograph**"), then was selected among the winners.

In accordance with the rules of the Competition, the Winner confirms his/her selection and assigns to FLV the rights of use relating to his/her Photograph, under the terms defined below.

### **ARTICLE 1. ASSIGNMENT OF RIGHTS**

The Winner assigns exclusively to FLV his/her economic rights relating to the Photograph selected by FLV, particularly including the following rights:

- The right to reproduce the Photograph or to arrange for its reproduction, including its adaptations, in such number, in such format and in such definition as suits FLV, in full or in part, using any aspect ratio, on any current or future media, particularly including any printed medium, any magnetic, optical, digital or electronic recording medium;

this particularly includes the right to reproduce the Photograph in all forms of public display, at FLV and in any outdoor public space (underground, bus network and other transport systems including the FLV shuttle, display in any public space), as well as in all forms of physical or digital publications, such as, without this list being exhaustive, journals,

magazines, newspapers, catalogues, anthologies, specialist publications, leaflets, programmes for the general public, promotional and communication documents, jackets, brochures, press packs, institutional packs, internal newsletters, administrative documents, whether these publications are intended to promote FLV and/or its activities, or whether they are produced for any other cultural, scientific, administrative or commercial purposes.

- The right to depict the Photograph or arrange for its depiction, including its reproductions and adaptations, by any means and particularly by public presentation, exhibition, display, projection, terrestrial, satellite or television broadcast, by any means of cable broadcast, by any means of telecommunication, on any network, including the internet and all fixed or mobile networks, or by any other current or future mode of transmission not involving the sale of a medium;

This particularly includes the right to use the Photograph, via download or not, on all the digital networks used by FLV, as well as on digital networks used by third parties to which FLV shall have granted authorisation to use the Photograph (particularly including websites, social networks, applications).

- The right to combine the Photograph with any other element, as well as integrate it into a multimedia work.
- The right to adapt the Photograph due to technical requirements relating to the reproduction and depiction processes defined in this article, and the right to add to it any caption, any slogan, any brand or any name of FLV and any comment, in any language.

FLV may freely enter into any assignment or licensing agreement relating to the Photograph and, in general, any deed of disposal regarding all or part of the rights that are the subject of this agreement with any third party of its choice.

The Winner expressly acknowledges FLV's right to use the Photograph for the institution's advertising purposes.

FLV shall be free to stop using the Photograph before expiry of the term of this assignment.

This assignment is granted worldwide for a term of 12 (twelve) months from 18 JUNE 2018.

At the end of the term of assignment, FLV undertakes to no longer use the Photograph.

The Winner acknowledges that FLV cannot be held liable in case of unauthorised use of the Photograph by third parties, during or after the term of validity of the assignment.

FLV shall retain a print of the Photograph as well as the file submitted by the Winner, for documentary archiving purposes only.

## **ARTICLE 2. MORAL RIGHT**

FLV undertakes to do its utmost to limit the risk of alteration of the Photograph during its reproduction and/or its depiction. Accordingly, the Winner acknowledges that differences in the format and colours of the Photograph may appear during reproduction and/or depiction of the Photograph and undertakes not to bring action for liability on this basis against FLV and any third party to which FLV may assign or license its rights.

FLV undertakes to mention the Winner's name (or request that it be mentioned) for each use of the Photograph.

**ARTICLE 3. PRIZE**

In accordance with the rules of the Competition, the Winner received the following prize:

- Issuing of an FLV COLLECTOR membership card, worth €900 incl. V.A.T.
- Cocktail party at the Le Frank restaurant,

The Winner expressly states that he/she accepts that this assignment is not made in return for any other compensation.

**ARTICLE 4. USES BY THE WINNER**

Any use of the Photograph by the Winner or by a third party not authorised by FLV for commercial or advertising purposes is prohibited. The Winner may however use it on his/her personal social accounts, on a private basis.

**ARTICLE 5. MENTION OF FLV'S NAME**

FLV exclusively holds and retains all the intellectual property rights relating to its brand and to its logo. This agreement does not cause any assignment to the Winner of any of FLV's intellectual property rights or titles.

**ARTICLE 6. GUARANTEE**

The Winner states that he/she is aged 18 or over, has legal capacity, and is the sole and unique author of the Photograph.

The Winner guarantees FLV, and any third party to which FLV may assign or license its rights, quiet enjoyment of the rights of use and holds them harmless against any disputes, claims or forfeiture whatsoever.

The Winner declares that the Photograph does not contain any element likely to constitute counterfeiting or any infringement whatsoever upon the rights of third parties.

The Winner accordingly undertakes to pay any sums, costs, legal fees and expenses incurred by FLV or that FLV is sentenced to pay as a result.

**ARTICLE 7. STRICTLY PERSONAL BASIS**

This assignment agreement is entered into by FLV strictly based on the Winner's identity. Accordingly, the Winner cannot assign to any third party whatsoever the rights and obligations resulting from this agreement.

**ARTICLE 8. TERMINATION**

In case of default by either Party on their obligations, the assignment shall be considered terminated automatically after sending of formal demand by registered letter with acknowledgement of receipt that remains unheeded after a time limit of fifteen days from its receipt.

**ARTICLE 9. GOVERNING LAW AND COMPETENT JURISDICTION**

The agreement is governed by French law.

Any dispute arising from the interpretation or performance of the agreement that cannot be resolved amicably, shall be referred to the competent Courts in Paris.

2 (two) original copies signed in Paris on [●].

Fondation Louis Vuitton

The Winner

Mr. / Mrs. [●]

Mr. / Mrs. [●]

**APPENDIX**

**WINNER'S PHOTOGRAPH**